



State of New Jersey

Christine Todd Whitman
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.
Commissioner

IN THE MATTER OF	:	
THE MATTHEW STREET & CHURCHMAN STREET SITE:	:	MEMORANDUM
AND	:	OF
K. HOVNANIAN AT NEWARK	:	AGREEMENT
URBAN RENEWAL CORP. III, INC.	:	

This Memorandum of Agreement is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter "the Department" or "NJDEP") by N.J.S.A. 13:1D-1 et seq. and N.J.S.A. 58:10B et seq. and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and duly delegated to the Section Chief, Division of Responsible Party Site Remediation, Case Assignment Section pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. The property that is the subject of this Memorandum of Agreement is owned by K. Hovnanian at Newark Urban Renewal Corp. III, Inc., and is located at Matthew Street & Churchman Street, and is designated as Block 408, Lot 30 on the tax maps of the City of Newark, Essex County, New Jersey (hereinafter the "Site").

2. K. Hovnanian at Newark Urban Renewal Corp. III, Inc., with principal offices at 65 Jackson Drive, Township of Cranford, New Jersey 07016-1191, is the party executing this Memorandum of Agreement.

3. The intent of this Memorandum of Agreement is to allow K. Hovnanian at Newark Urban Renewal Corp. III, Inc. to conduct any of the remedial activities outlined herein with oversight from the Department. K. Hovnanian at Newark Urban Renewal Corp. III, Inc. has indicated to the Department, that it wishes to conduct the following activities at the Site with the Department's oversight:

a. Remedial Action

4. By entering into this Memorandum of Agreement, K. Hovnanian at Newark Urban Renewal Corp. III, Inc. does not admit to any fact, fault or liability under any statute or regulation for conditions which existed before, during, or after K. Hovnanian at Newark Urban Renewal Corp. III, Inc.'s execution of this Memorandum of Agreement nor shall it be construed as a waiver of any right or

defense K. Hovnanian at Newark Urban Renewal Corp. III, Inc. may have with regard to the Site.

AGREEMENT

I. Remediation

5. K. Hovnanian at Newark Urban Renewal Corp. III, Inc. agrees to submit the following documents and the Department agrees to review and comment on documents submitted.

a. Remedial Action Report

6. Within thirty (30) calendar days after the Department's receipt of any submission pursuant to this Memorandum of Agreement, the Department will inform K. Hovnanian at Newark Urban Renewal Corp. III, Inc. in writing of any administrative deficiencies in the submission, pursuant to N.J.A.C. 7:26E, that will prevent the Department from conducting its review. When the Department determines that the submission is administratively complete, the Department will notify K. Hovnanian at Newark Urban Renewal Corp. III, Inc. in writing of the timeframe required for the Department to complete the review. This review will include a determination by the Department whether or not all remedial activities have been carried out consistent with applicable rules, standards, and guidelines.

7. Within seven (7) calendar days after the effective date of this Memorandum of Agreement, K. Hovnanian at Newark Urban Renewal Corp. III, Inc. will submit to the Department: a) the name, address and telephone number of the individual who will be the contact for K. Hovnanian at Newark Urban Renewal Corp. III, Inc. regarding technical matters concerning this Memorandum of Agreement and b) the name and address of the designated agent for K. Hovnanian at Newark Urban Renewal Corp. III, Inc. for the purpose of service for all matters concerning this Memorandum of Agreement.

8.- K. Hovnanian at Newark Urban Renewal Corp. III, Inc. may terminate this Memorandum of Agreement if K. Hovnanian at Newark Urban Renewal Corp. III, Inc. determines that it is no longer feasible or desirable to continue with this Memorandum of Agreement, when K. Hovnanian at Newark Urban Renewal Corp. III, Inc.:

- a. Submits full payment to the Department for any Department oversight costs the Department incurred pursuant to this Memorandum of Agreement which K. Hovnanian at Newark Urban Renewal Corp. III, Inc. has not paid;
- b. Notifies the Department in writing of its intentions to terminate this Memorandum of Agreement;
- c. Submits all data generated pursuant to this Memorandum of Agreement; and

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- d. Ensures that no environmental hazards exist at the Site as a result of K. Hovnanian at Newark Urban Renewal Corp. III, Inc.'s actions pursuant to this Memorandum of Agreement.
- e. The Department will cease review of any submittals under this memorandum of agreement on the date it receives the notice of intent to terminate described in Paragraph 8 (b) above; and no oversight costs will accrue after the Department has determined that the signatory is in full compliance with Paragraph 8. The Department will then prepare a summary of its costs and provide it to K. Hovnanian at Newark Urban Renewal Corp. III, Inc.. The date of termination of this agreement is the date of the Department's receipt of both the full unconditioned payment of all of the Department's oversight costs and all data required by Paragraph 8.c. above.

II. Project Coordination

9. Unless otherwise directed by the Department, K. Hovnanian at Newark Urban Renewal Corp. III, Inc. shall submit two (2) copies of all documents required by this Memorandum of Agreement to the person identified below, who shall be the Department's contact for K. Hovnanian at Newark Urban Renewal Corp. III, Inc. for all matters concerning this Memorandum of Agreement.

New Jersey Department of Environmental Protection
Division of Responsible Party Site Remediation
Bureau of Field Operations - Metro
2 Babcock Place
West Orange, New Jersey 07052

Attention: Gary Pearson, Supervisor

III. Financial Obligations

10. Upon receipt of a summary of the Department's costs incurred in connection with its oversight functions of this Memorandum of Agreement, K. Hovnanian at Newark Urban Renewal Corp. III, Inc. shall submit to the Department a cashier's or certified check payable to the "Treasurer, State of New Jersey" with NJDEP Form 062A for the full amount of the Department's oversight costs. K. Hovnanian at Newark Urban Renewal Corp. III, Inc. cannot be released from its obligations under this Memorandum of Agreement, until all oversight costs, for work performed by the Department, are paid.

11. Beginning three hundred sixty-five (365) calendar days after the effective date of this Memorandum of Agreement, and annually thereafter on that same calendar day, K. Hovnanian at Newark Urban Renewal Corp. III, Inc. shall submit to the Department a detailed summary of all monies spent to date pursuant to this Memorandum of Agreement, the estimated cost of all future

expenditures associated with this Memorandum of Agreement (including any operation and maintenance costs), and the reason for any changes from the previous cost review K. Hovnanian at Newark Urban Renewal Corp. III, Inc. submitted.

IV. Reservation of Rights

12. The Department reserves the right to unilaterally terminate this Memorandum of Agreement in the event that K. Hovnanian at Newark Urban Renewal Corp. III, Inc. violates any terms or fails to meet the obligations of this Memorandum of Agreement or in the event that the Site becomes a high priority for the Department.

13. Nothing herein, including any document the Department issues as agreed to above, shall be interpreted to constitute a release or waiver of liability for any of the conditions which existed before, during or after the Department's execution of this Memorandum of Agreement.

V. General Conditions

14. K. Hovnanian at Newark Urban Renewal Corp. III, Inc. shall, in addition to any other obligation required by law, notify the Department contact immediately upon knowledge of any condition posing an immediate threat to human health and/or the environment.

15. K. Hovnanian at Newark Urban Renewal Corp. III, Inc. shall perform all work conducted pursuant to this Memorandum of Agreement in accordance with N.J.A.C. 7:26E and prevailing professional standards then prevailing.

16. K. Hovnanian at Newark Urban Renewal Corp. III, Inc. shall conform all actions required by this Memorandum of Agreement with all applicable federal, State and local laws and regulations.

17. Nothing in this Memorandum of Agreement shall be deemed to impose on K. Hovnanian at Newark Urban Renewal Corp. III, Inc. any additional liabilities or obligations, other than those specifically stated herein. Nothing shall relieve K. Hovnanian at Newark Urban Renewal Corp. III, Inc. from complying with all other applicable laws and regulations.

18. K. Hovnanian at Newark Urban Renewal Corp. III, Inc. shall preserve all potential evidentiary documentation found at the Site, which may provide a nexus between the contaminated site and any responsible party or lead to the discovery of other areas of concern including without limitation, documents, labels, drums, bottles, boxes or other containers, and/or other physical materials that could lead to the establishment of the identity of any person which generated, treated, transported, stored or disposed of contaminants at the Site, until written approval is received from the Department to do otherwise.

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19. Upon receipt of a written request from the Department, K. Hovnanian at Newark Urban Renewal Corp. III, Inc. shall submit to the Department all data and information concerning contamination at the Site, including technical records and contractual documents, and raw sampling and monitoring data, whether or not such data and information was developed pursuant to this Memorandum of Agreement. If K. Hovnanian at Newark Urban Renewal Corp. III, Inc. believes any such data or information is protected by a privilege it will retain the data and information and notify the Department of the nature of the document and the privilege claimed. K. Hovnanian at Newark Urban Renewal Corp. III, Inc. may request that the Department keep confidential information contained in a submission to the Department pursuant to N.J.A.C. 7:14A-11.

20. The Department will issue a no further action statement when the Department has determined that the signatory has conducted the agreed upon remedial activities pursuant to this Memorandum of Agreement and the remedial activities are in accordance with all Department requirements.

21. This Memorandum of Agreement shall be governed and interpreted under the laws of the State of New Jersey.

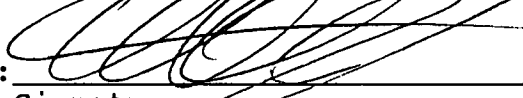
22. This Memorandum of Agreement shall be binding, jointly and severally, on each party, its successors and assignees subject to the right of termination above. No change in the ownership or corporate or business status of any party, or of the facility or Site shall alter any signatories's responsibilities under this Memorandum of Agreement.

23. This Memorandum of Agreement shall become effective upon execution hereof by all parties.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: _____ BY: _____
Mark J. Pedersen, Section Chief
DRPSR, Case Assignment Section

K. Hovnanian at Newark Urban Renewal Corp. III, Inc.

Date: 2/10/95 BY: 
Signature
ROBERT D. JACKSON
Print Full Name Signed Above
PRESIDENT
Title

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